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8 Attorneys for Plaintiffs,
9 SONY BMG MUSIC ENTERTAINMENT;
10 WARNER BROS. RECORDS INC.;
11 INTERSCOPE RECORDS; VIRGIN
12 RECORDS AMERICA, INC.; LAFACE
13 RECORDS LLC; ARISTA RECORDS
14 LLC; and UMG RECORDINGS, INC.

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 OAKLAND DIVISION

14 SONY BMG MUSIC ENTERTAINMENT, a
15 Delaware general partnership; WARNER BROS.
16 RECORDS INC., a Delaware corporation;
17 INTERSCOPE RECORDS, a California general
18 partnership; VIRGIN RECORDS AMERICA,
19 INC., a California corporation; LAFACE
20 RECORDS LLC, a Delaware limited liability
21 company; ARISTA RECORDS LLC, a
22 Delaware limited liability company; and UMG
23 RECORDINGS, INC., a Delaware corporation,
24 Plaintiffs,

21 v.

23 CHAD DECKER,
24 Defendant.

CASE NO. C 07-04292 WDB

Honorable Wayne D. Brazil


[PROPOSED] JUDGMENT AND
PERMANENT INJUNCTION BASED ON
STIPULATION

1 The Court, having considered the Stipulation to Judgment and Permanent Injunction
2 executed by the parties,

3 IT IS ORDERED AND ADJUDGED THAT:

4 1. Defendant shall pay to Plaintiffs in settlement of this action the total sum of
5 \$10,150.00.

6 2. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and service of
7 process fee) in the amount of \$550.00.

8 3. Defendant shall be and hereby is enjoined from directly or indirectly infringing
9 Plaintiffs' rights under federal or state law in any sound recording, whether now in existence or
10 later created, that is owned or controlled by Plaintiffs (or any parent, subsidiary, or affiliate
11 record label of Plaintiffs) ("Plaintiffs' Recordings"), including without limitation by:

- 12 a) using the Internet or any online media distribution system to reproduce
13 (i.e., download) any of Plaintiffs' Recordings, to distribute (i.e., upload)
14 any of Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings
15 available for distribution to the public, except pursuant to a lawful license
16 or with the express authority of Plaintiffs; or
17 b) causing, authorizing, permitting, or facilitating any third party to access
18 the Internet or any online media distribution system through the use of an
19 Internet connection and/or computer equipment owned or controlled by
20 Defendant, to reproduce (i.e., download) any of Plaintiffs' Recordings, to
21 distribute (i.e., upload) any of Plaintiffs' Recordings, or to make any of
22 Plaintiffs' Recordings available for distribution to the public, except
23 pursuant to a lawful license or with the express authority of Plaintiffs.

24 Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant and/or any third
25 party that has used the Internet connection and/or computer equipment owned or controlled by
26 Defendant has downloaded without Plaintiffs' authorization onto any computer hard drive or
27 server owned or controlled by Defendant, and shall destroy all copies of those downloaded
28

1 recordings transferred onto any physical medium or device in Defendant's possession, custody,
2 or control.

3 4. Defendant irrevocably and fully waives notice of entry of the Judgment and
4 Permanent Injunction, and understands and agrees that violation of the Judgment and Permanent
5 Injunction will expose Defendant to all penalties provided by law, including for contempt of
6 Court.

7 5. Defendant irrevocably and fully waives any and all right to appeal this Judgment
8 and Permanent Injunction, to have it vacated or set aside, to seek or obtain a new trial thereon, or
9 otherwise to attack in any way, directly or collaterally, its validity or enforceability.

10 6. Nothing contained in the Judgment and Permanent Injunction shall limit the right
11 of Plaintiffs to recover damages for any and all infringements by Defendant of any right under
12 federal copyright law or state law occurring after the date Defendant executes the Stipulation to
13 Judgment and Permanent Injunction.

14 7. The Court shall maintain continuing jurisdiction over this action for the purpose
15 of enforcing this final Judgment and Permanent Injunction.

16
17
18 Dated: 12-18-07

By: 

Hon. Wayne D. Brazil

United States Magistrate Judge